

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA	§	Claim No: 1999A21268
	§	
vs.	§	
	§	
JOSEPHINE FREEMAN		

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident Macomb County, Michigan within the jurisdiction of this Court and may be served with service of process at 46918 Glen Pointe Drive, Shelby Township, MI 48315.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$5,281.79
B. Current Capitalized Interest Balance and Accrued Interest	\$4,465.85
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
E. Attorneys fees	\$0.00
Total Owed	\$9,747.64

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.250% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Pamela S. Ritter
PAMELA S. RITTER (P47886)
Attorneys for Plaintiff
28366 Franklin Road
Southfield, MI 48034
Tel. (248) 352-4340
Fax. (248) 352-3258

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Josephine NMN Freeman
35220 Wiedeman
Clinton TWP, MI. 48035

S'

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 04/07/99.

On or about 09/18/95, 09/18/95, 03/29/96, 03/29/96, 09/28/96 and 10/05/96, the borrower executed promissory note(s) to secure loan(s) of \$1,011.00, \$2,491.00, \$407.00, \$593.00, \$4,800.00 and \$3,654.00 from U. S. Department of Education. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 CFR. Part 685). The Department demanded payment according to the terms of the note(s), and the borrower defaulted on the obligation on 06/23/97. The Department has credited \$0.00 from all sources, including Treasury Department offsets, if any to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$5,281.79
Interest:	\$798.41
Administrative/Collection Costs:	\$0.00
Late fees	\$0.00
Total debt as of 04/07/99:	\$6,080.20

Interest accrues on the principal shown here at the rate of \$1.19 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 4/2/99

Name: Michael Davis
Title: Loan Analyst
Branch: San Francisco

OMB No. 1840
Form Approved
Exp. Date 06/3

**Federal Direct Stafford/Ford
Federal Direct Unsubsidized Stafford/Ford
Promissory Note and Disclo**

2. LINDA CHORDASH
25604 Ronald
Roseville MI 48066
(810) 776-2852

10. School Cod
E004

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct	1st 09/15/95	\$ 337	4.00	\$ 13	\$ 324	VARIAE
Subsidized	2nd 12/29/95	\$ 337	4.00	\$ 13	\$ 324	
Loan	3rd 03/22/96	\$ 337	4.00	\$ 13	\$ 324	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 1011		\$ 39	\$ 972	

Total

Under penalty of perjury, I certify that the information contained in the Borrower Section of this F
Note is true and accurate. The proceeds of this loan will be used for authorized educational ex
the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal
Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a Sta
Incentive Grant and that I am not now in default on any loan received under the Federal Pe
Program (including National Defense Student Loans) or the Federal Family Education Loan P
if I am in default, I have made repayment arrangements that are satisfactory to the Secre
Department of Education.

9-18-95
Date

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
NAME Robert J. S. S.
DATE 9-7-09



William D. Ford Federal Direct Loan Program

U.S. Department of Education

OMB No. 1840
Form Approved
Exp. Date 06/3

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Federal Direct Unsubsidized Stafford/Ford Promissory Note and Disc

Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code) FREEMAN, JOSEPHINE 35220 WEIDEMAN CLINTON TWP, MI 48035-0000	2. Social Security Number 98	3. Date of Birth SEP 28 1995	4. Area Code/Telephone Number (810) 790-0619	5. Driver's License Number (List state abbreviation first.) 98
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6. **References:** You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name 1. DEBRA RISLEY	2. LINDA CHORDASH
Permanent Address 37633 MAST COURT	25604 RONALD
City, State, Zip Code MT CLEMENS, MI 48045	ROSEVILLE MI 4806
Area Code/Telephone Number (810) 465-4039	(810) 796-2852

Section B: To Be Completed By The School

7. School Name BAKER COLLEGE OF MOUNT CLEMENS	8. Loan Period Approved From: MM/DD/YY 09/25/95 To: MM/DD/YY 06/07/96	10. School Code E004
9. School Address (street, city, state, zip code) 34950 LITTLE MACK, CLINTON TOWNSHIP, MI 48035		

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan						
	Total					
Direct	1st 09/15/95	\$ 830	4.00	\$ 33	\$ 797	VARIAE
Unsubsidized	2nd 12/29/95	\$ 830	4.00	\$ 33	\$ 797	
Loan	3rd 03/22/96	\$ 831	4.00	\$ 33	\$ 798	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 2491		\$ 99	\$ 2392	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account at the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses: the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Incentive Grant and that I am not now in default on any loan received under the Federal Pell Program (including National Defense Student Loans) or the Federal Family Education Loan Program. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

U-96-E00462-1-01 01

12. Signature of Borrower

Josephine Freeman 9-18-95
Date

2491

08/07/95 10:57:44

APR 30 1996



William D. Ford Federal Direct Loan Program

U.S. Department of Education

 OMB No. 1840
 Form Approved
 Exp. Date 06/3

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Federal Direct Unsubsidized Stafford/Ford Promissory Note and Disclosure

Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

FREEMAN, JOSEPHINE

35220 WEIDEMAN

CLINTON TWP, MI 48035-0000

2. Social Security Number

3. Date of Birth

4. Area Code/Telephone Number
(810) 790-0619

5. Driver's License Number (List state abbreviation first.)

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name

1. DEBRA RISLEY

Permanent Address

37633 MAST CT.

City, State, Zip Code

MT CLEMENS, MI 48045

Area Code/Telephone Number (810) 465-4039

2. NANCY MALONE

45699 GABLE INN

UTICA, MI 48317

(810) 731-3057

Section B: To Be Completed By The School

7. School Name

BAKER COLLEGE OF MOUNT CLEMENS

8. Loan Period

From: MM/DD/YY

To: MM/DD/YY

Approved

04/01/96

06/07/96

9. School Address (street, city, state, zip code)

34950 LITTLE MACK, CLINTON TOWNSHIP, MI 48035

10. School Code

E004

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct	1st 03/22/96	\$ 204	4.00	\$ 8	\$ 196	VARIABLE
Subsidized	2nd 05/07/96	\$ 203	4.00	\$ 8	\$ 195	
Loan	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 407		\$ 16	\$ 391	
Direct						
Unsubsidized						
Loan						
	Total					

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account at the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including National Defense Student Loans) or the Federal Family Education Loan Program. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of the Department of Education.

UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

-96-E00462-2-01 01

12. Signature of Borrower

Date

407

03/29/96 15:39:51

APR 30 1996



William D. Ford Federal Direct Loan Program

U.S. Department of Education

 OMB No. 1840
 Form Approved
 Exp. Date 06/3

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Federal Direct Stafford/Ford Federal Direct Unsubsidized Stafford/Ford Promissory Note and Disci

Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code) FREEMAN, JOSEPHINE 35220 WEIDEMAN CLINTON TWP, MI 48035-0000 IMAGE-RECORDS MAY 06 1996 43	2. Social Security Number 3. Date of Birth 4. Area Code/Telephone Number (810) 790-0619 5. Driver's License Number (if let state abbreviation first.)
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6. **References:** You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. <u>DEBRA RISLEY</u>	2. <u>NANCY MALONE</u>
Permanent Address	<u>37633 MAST CT</u>	<u>45699 GABLE INN</u>
City, State, Zip Code	<u>MT CLEMENS MI 48045</u>	<u>UTICA MI 48317</u>
Area Code/Telephone Number	<u>(810) 465-4039</u>	<u>(810) 731-3057</u>

Section B: To Be Completed By The School

7. School Name BAKER COLLEGE OF MOUNT CLEMENS	8. Loan Period Approved From: MM/DD/YY To: MM/DD/YY 04/01/96 06/07/96
9. School Address (street, city, state, zip code) 34950 LITTLE MACK, CLINTON TOWNSHIP, MI 48035	10. School Code E004

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan						
	Total					
Direct Unsubsidized Loan	1st 03/22/96	\$ 297	4.00	\$ 11	\$ 286	VARIABLE
	2nd 05/07/96	\$ 296	4.00	\$ 11	\$ 285	
	3rd / /	\$ 0	4.00	\$ 0	\$ 0	
	4th / /	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 593		\$ 22	\$ 571	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or "loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account at the school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses at the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Incentive Grant and that I am not now in default on any loan received under the Federal Pell Grant Program (including National Defense Student Loans) or the Federal Family Education Loan Program. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

J-96-E00462-2-01 01

12. Signature of Borrower

Date

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
NAME [Signature] DATE 9/10/07

OMB No. 1545-0047
Form Approved
Exp. Date 12/31/2011

05-10-1996
Federal Direct Unsubsidized Stafford/Ford
Promissory Note and Disclo

9/24/96 14:07:32

CERTIFICATE UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
NAME: DEBORAH L. LEE
DATE: 9/10/07 2

OCT 8 1996

**Direct
Loans****William D. Ford Federal Direct Loan Program**
U.S. Department of Education

IMAGE-RECORDS

OMB No. 18
Form Appro
Exp. Date 1

OCT 15 1996

Federal Direct Stafford/Ford I
Federal Direct Unsubsidized Stafford/Ford I
Promissory Note and Disclo

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

Section A: To Be Completed By The Borrower

1. Name (last, first, middle initial) and Address (street, city, state, zip code)

FREEMAN, JOSEPHINE

35220 WEIDEMAN

CLINTON TWP, MI 48035

2. Social Security Number

3. Date of Birth

4. Area Code/Telephone Number

(810) 790-0619

5. Driver's License Number (List state abbreviation first.)

6. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name 1. DEBRA RISLEY
 Permanent Address 35633 MAST CT
 City, State, Zip Code MT CLEMENS MI 48045
 Area Code/Telephone Number (810) 465-4039

2. DANNY FILIPPI
35410 Garret
Fraser MI 48035
(810) 790-2737

Section B: To Be Completed By The School

7. School Name

BAKER COLLEGE MT CLEMENS

8. Loan Period
Approved

From: MM/DD/YY

To: MM/DD/YY

9/23/96

6/07/97

9. School Address (street, city, state, zip code)

34950 LITTLE MACK, CLINTON TWSHP, MI 48035

10. School Code/
E0046

The chart below shows anticipated disbursement amounts and dates. Actual amounts and dates may vary.

	Anticipated Disbursement Dates	Loan Amount Approved	Loan Fee Rate	Loan Fee Amount	Net Disbursement Amount	Interest Rate
Direct Subsidized Loan						
	Total					
Direct Unsubsidized Loan	1ST 9/13/96	\$ 1218	4.00	\$ 48	\$ 1170	VARIABLE
	2ND 12/27/96	\$ 1218	4.00	\$ 48	\$ 1170	
	3RD 3/21/97	\$ 1218	4.00	\$ 48	\$ 1170	
	4TH	\$ 0	4.00	\$ 0	\$ 0	
	Total	\$ 3654		\$ 144	\$ 3510	

I promise to pay the U.S. Department of Education all sums (hereafter "loan" or loans") disbursed under this Promissory Note plus interest and other fees which may become due, as provided in this Promissory Note. If I fail to make payments on this Promissory Note when due, I will also pay collection costs including attorney's fees and court costs. I understand that I may cancel or reduce the size of my loan by refusing any disbursement that is issued to me. I certify that the total amount of loan that I receive under this Promissory Note will not exceed the allowable annual maximum or cumulative maximum under the Higher Education Act of 1965, as amended.

I understand that this is a Promissory Note. I will not sign this Promissory Note before reading it, even if I am advised not to read this Promissory Note. I am entitled to an exact copy of this Promissory Note and a statement of the Borrower's Rights and Responsibilities. My signature certifies that I have read, understand

and agree to the terms and conditions of this Promissory Note. My signature on this Promissory Note serves as my authorization for my loan proceeds to be credited to my student account school identified in Section B.

Under penalty of perjury, I certify that the information contained in the Borrower Section of this Promissory Note is true and accurate. The proceeds of this loan will be used for authorized educational expenses the certifying school for the specified loan period. I certify that I do not owe a refund on a Federal Pell Grant, Basic Educational Opportunity Grant, Supplemental Educational Opportunity Grant or a State Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Program (including National Defense Student Loans) or the Federal Family Education Loan Program. If I am in default, I have made repayment arrangements that are satisfactory to the Secretary of Education.

I UNDERSTAND THAT THIS IS A FEDERAL LOAN THAT I MUST REPAY.

11. Loan Identification Number(s)

J-97-E00462-0-02 01

12. Signature of Borrower

Josephine Freeman 10-5-96

Date

3654

10/02/96 13:12:18

I CERTIFY UNDER PENALTY OF
PERJURY THAT THIS IS A TRUE
AND EXACT COPY OF THE
ORIGINAL PROMISSORY NOTE
NAME QDREC
DATE 9-10-09